support, where it appeared that the son owned an undivided one-eighth interest in farm lands worth $6,600, free from all incumbrances save a life estate of a woman 58 years old and in ill health, and that he had made no effort to borrow on or sell such interest, *held,* that, under Section 2252 of the Iowa Code, the trial court should have set aside the verdict against defendants, or have sustained their plea in abatement and deferred the question of contribution until said property was disposed of under direction of the court, or it became apparent that disposition was impossible. *Polk County* v. *Owen,* (Ia., 1919), 174 N. W. 99.

It will be noticed that the court did not reverse its former holdings that where the alleged pauper is possessed of some property it will be a question of fact whether, despite such ownership, he is a poor person within the meaning of the statute. *Jasper County* v. *Osborn,* 59 Ia. 208. Here the court simply sets aside a verdict as being against the evidence. No doubt the decision was partly influenced by the presence of a statutory definition of "poor persons," who are stated to be "those who have no property, exempt or otherwise, and are unable, because of physical or mental disabilities, to earn a living by labor." Yet the courts have inclined to relax the rigidity of the statute by holding that the test is whether one be without property which can aid in his support or out of which funds may be realized for his maintenance. *Hamilton* v. *Hollis,* 141 Ia. 477; *Wallingford* v. *Southington,* 16 Conn. 431. Cf. *Peters* v. *Town of Litchfield,* 34 Conn. 264. The rule has been laid down in some cases that, where a person is possessed of property not absolutely indispensable for daily use, he must apply it to his support by sale or security, and cannot, while possessing such property, be regarded as a pauper. *Ettrick* v. *Bangor,* 84 Wis. 256. In 30 Cyc. 1065 appears the above rule together with what is said to be a different one, but it is submitted that in the last analysis the two rules mean practically the same thing. This may account for the apparent lack of harmony in the Connecticut cases therein cited. For a different statement of the rule in the *Ettrick* case, *supra,* see *Poplin* v. *Hawke,* 8 N. H. 305.

SALES—UNPLANTED CROPS SUBJECT TO SALE.—By agreement purporting to be a present and absolute sale, Klinke contracted, on March 3rd, 1917, to deliver to Hamilton his entire crop of 1917 beans from 30 acres of a certain tract, at a stipulated price, by October 30, 1917. The beans were not planted until the following June; K. failed to deliver same to H. as agreed, but executed a chattel mortgage on the crop to Hatton, the other defendant herein. The price having advanced, plaintiff, Hamilton, brings this action, after having the sheriff seize the beans. *Held*: the future crop was subject to sale and title passed. *Hamilton* v. *Klinke et al,* (Cal., 1919), 183 Pac. 675.

A sale is defined in the California Code as a "contract by which, for a pecuniary consideration called a price, one transfers to another an interest in property." Defendant here submitted that, as the property did not exist, title to it did not exist, and therefore could not be transferred, again quoting the California Code: "the subject of sale must be property the title to which can be immediately transferred from the seller to the buyer." The court

found that the intention of the parties was undoubtedly to pass title, especially in view of a term of the contract that "it is mutually understood that this contract—constitutes an absolute sale." In deciding that title passed the court must have proceeded upon the theory of potential interest. But, on this question, "the better view seems to be that a sale of a certain crop—made before the seeds were planted passes no title to the buyer, for the reason that nothing can be the subject of bargain and sale which has no actual or potential existence at the date of sale, and, until the crop is actually growing, or at least until the seeds are planted, the crop cannot be said to have even a potential existence." RULING CASE LAW, Vol. 23, p. 1248, citing numerous cases, as, *Long* v. *Hines,* 40 Kan. 216. Such transaction does seem, by authority of many cases, to pass an equitable interest which will attach when the crop comes into existence. RULING CASE LAW, Vol. 23, p. 1248,—*Mayer & Co.* v. *Taylor & Co.,* 69 Ala. 403. But, on the other hand, some cases seem to hold that such crops have a potential existence and can be the subject of sale or mortgage. *Arques* v. *Wasson,* 51 Cal. 620, and that title will pass when the crop comes into existence. *Baxter* v. *Bush,* 29 Vt. 465. The court in the case at hand has apparently adopted this latter view, but seems to have extended it at least, in intimating that present title passes; possibly this may be in accordance with a theory suggested in WILLISTON ON SALES, § 133, as follows: "It seems to be assumed that title passes as of date of bargain. Accurately expressed this means that when the goods come into existence title to them passes free from any defects of title due to rights which have accrued since the time of the original bargain." Holding as the court does here that title passed, they nevertheless subject this title to the mortgage to Hatton, made after the beans came into existence; it does not clearly appear from this report whether or no Hatton had notice of the plaintiff's claim. It would seem that if K. vested in plaintiff all his potential interest at the time of the original bargain, no interest would have ever been in K. sufficient to enable him to make a valid mortgage of same; and that this differs from a sale of goods in existence with no delivery and a subsequent mortgage to a purchaser for value by the vendor remaining in possession. *Hull* v. *Hull,* 48 Conn. 250.

TENANCY IN COMMON—LEASE BY COTENANT BY METES AND BOUNDS VOIDABLE NOT VOID.—Defendants took a lease by metes and bounds of a portion of premises of which the lessors were tenants in common with plaintiffs. Plaintiffs did not join in the execution of the lease and sued in ejectment. *Held,* that the lease was not void, but voidable at the option of the cotenants who did not participate in the execution of the lease; but that even after said cotenants elected to avoid the lease, the defendants were entitled to occupy the portion described in the lease as tenants in common with them until partition.—*Pastine et al* v. *Altman et al.* (Conn., 1919), 107 Atl. 803.

The question involved in the principal case has arisen usually in cases of conveyance in fee, and courts have not agreed upon it. The oldest doctrine in the United States was that such a deed was obsolutely void; (*Porter* v. *Hill,* 9 Mass. 34; *Griswold* v. *Johnson,* 5 Conn. 303) but this was modified in *Johnson* v. *Stevens,* 7 Cush. (Mass.) 431 and *Hartford & Salisbury Ore Co.*